

Department Name	Account ID	Description	FY24 Budget Sub-lines	Fy24 Final Budget	FY25 Final Sub-lines	FY25 Final Budget
Water Operations	511-5-7115-385	BUILDING WATER/SEWER SERVICES		\$3,000		\$3,000
Water Operations	511-5-7115-385	Sewer	\$600		\$600	
Water Operations	511-5-7115-385	Water	\$2,400		\$2,400	
Water Operations	511-5-7115-386	LANDSCAPING/IRRIGATION		\$12,000		\$12,000
Water Operations	511-5-7115-386	At wells	\$12,000		\$12,000	
Water Operations	511-5-7115-387	UTILITY ELECTRICITY		\$934,000		\$934,000
Water Operations	511-5-7115-418	SPECIAL PROJECTS		\$283,000		\$233,000
Water Operations	511-5-7115-418	Consultant for Lead and Copper Pipes	\$50,000		\$0	
Water Operations	511-5-7115-418	Dietz Crane Arsenic Media Replacment	\$100,000		\$0	
Water Operations	511-5-7115-418	City Water Use Audit/Evaluation/Action Plan	\$0		\$50,000	
Water Operations	511-5-7115-418	Multi-Zone Water System Study	\$0		\$50,000	
Water Operations	511-5-7115-418	GIS Mapping	\$133,000		\$133,000	
Water Operations	511-5-7115-482	ASSURED WATER SUPPLY		\$1,763,000		\$1,788,000
Water Operations	511-5-7115-650	VEHICLES		\$50,000		\$60,000
Water Operations	511-5-7115-650	Vehicle Replacement Program - Water	\$50,000		\$60,000	
Water Operations	511-5-7115-656	BUILDING/DATA INFRAS. IMPROV.		\$2,228,500		\$2,291,000
Water Operations	511-5-7115-656	62343 Public Works Facility Carryforward	\$55,000		\$1,366,000	
Water Operations	511-5-7115-656	WRF Equipment and Materials Building	\$0		\$125,000	
Water Operations	511-5-7115-656	Water Production Facility Rehabilitation Program	\$140,000		\$0	
Water Operations	511-5-7115-656	62065 - Water Production Facility Rehabilitation Program	\$400,000		\$800,000	
Water Operations	511-5-7115-656	Customer Service Facility	\$300,000		\$0	
Water Operations	511-5-7115-656	Public Works Facility	\$1,333,500		\$0	
Water Operations	511-5-7115-658	LAND IMPROVEMENTS		\$0		\$183,000
Water Operations	511-5-7115-658	Site Aesthetic Enhancements	\$0		\$133,000	
Water Operations	511-5-7115-658	Well Site Security Improvement Project	\$0		\$50,000	
Water Operations	511-5-7115-673	PRE-CONSTRUCTION DESIGN		\$1,675,000		\$2,489,000
Water Operations	511-5-7115-673	Booster Pump Replacement for 127th Lane Well Site	\$100,000		\$0	
Water Operations	511-5-7115-673	Sunnyvale Well Site Discharge Pipe Replacement and Flow Meter	\$65,000		\$65,000	
Water Operations	511-5-7115-673	Water Main Replacement	\$1,250,000		\$1,232,000	
Water Operations	511-5-7115-673	Residential and Commercial Meter Replacement Project	\$0		\$825,000	
Water Operations	511-5-7115-673	Critical Valve Replacement Program	\$200,000		\$367,000	
Water Operations	511-5-7115-673	62059- Drainage Improvements	\$60,000		\$0	
Water Operations	511-5-7115-960	DEPRECIATION		\$1,650,000		\$1,660,000
Water Operations	511-5-7115-717	WIFA - PRINCIPAL		\$1,549,000		\$1,476,000
Water Operations	511-5-7115-750	WIFA - INTEREST		\$278,500		\$236,000
Water Operations	511-5-7115-773	TRUST/AGENCY FEES		\$10,000		\$10,000
Water Operations	511-5-7115-950	TRANSFER OUT		\$3,116,000		\$3,361,000
Water Operations	511-5-7115-950	General Fund	\$1,722,000		\$1,967,000	
Water Operations	511-5-7115-950	Sewer Fund	\$1,394,000		\$1,394,000	
Water Customer Service	511-5-7116-110	SALARIES AND WAGES		\$354,000		\$380,000
Water Customer Service	511-5-7116-111	OVERTIME		\$3,000		\$3,000
Water Customer Service	511-5-7116-120	HEALTH-LIFE-DENTAL INSURANCE		\$71,000		\$74,000
Water Customer Service	511-5-7116-130	SOCIAL SECURITY CONTRIBUTION		\$23,000		\$24,000
Water Customer Service	511-5-7116-131	MEDICARE CONTRIBUTION		\$6,000		\$6,000
Water Customer Service	511-5-7116-132	ASRS CONTRIBUTION		\$40,000		\$43,000
Water Customer Service	511-5-7116-140	WORKERS COMPENSATION		\$1,000		\$1,000
Water Customer Service	511-5-7116-141	UNEMPLOYMENT INSURANCE		\$2,000		\$1,000
Water Customer Service	511-5-7116-230	OFFICE SUPPLIES		\$3,000		\$3,000
Water Customer Service	511-5-7116-232	COMPUTER/PRINTER SUPPLIES		\$3,000		\$3,000
Water Customer Service	511-5-7116-233	UNIFORMS		\$500		\$1,000
Water Customer Service	511-5-7116-237	EQUIPMENT/FURNITURE PURCHASE		\$1,000		\$1,000
Water Customer Service	511-5-7116-248	SOFTWARE PURCHASE		\$500		\$0
Water Customer Service	511-5-7116-249	OPERATING MATERIAL & SUPPLIES		\$1,000		\$1,000
Water Customer Service	511-5-7116-269	OTHER MAINTENANCE/REPAIRS		\$3,000		\$3,000
Water Customer Service	511-5-7116-313	CONTRACTED SERVICES		\$97,000		\$97,000
Water Customer Service	511-5-7116-325	TECH/SOFTWARE SUPPORT		\$40,000		\$40,000
Water Customer Service	511-5-7116-338	ARMORED CAR SERVICES		\$7,500		\$8,000
Water Customer Service	511-5-7116-350	TRAVEL AND PER DIEM		\$3,000		\$3,000
Water Customer Service	511-5-7116-351	CONFERENCE,SEMINARS & TRAINING		\$3,500		\$4,000
Water Customer Service	511-5-7116-360	PRINTING COST		\$3,000		\$3,000
Water Customer Service	511-5-7116-362	MAILING COST		\$2,000		\$2,000

# **Lead and Copper Rule Revisions Phase 2: Program Implementation**

City of El Mirage

Scope of Work

DRAFT

June 14, 2024

## Introduction

This approach outlines how the Hazen team will work with El Mirage (City) to support the LCRR compliance program. The LCRR was promulgated by the United States Environmental Protection Agency (USEPA) on January 15, 2021 and became effective on December 16, 2021. The LCRR included a 3-year timeframe for utilities to meet the new regulatory requirements with a compliance deadline of October 16, 2024. As of May 2024, approximately 5 months remain for compliance. The compliance deliverables in the state of Arizona include:

- Lead Service Line (LSL) Inventory
- Lead Service Line Replacement Plan (if any lead, galvanized requiring replacement (GRR), or lead status unknown service lines are present in the LSL Inventory)\*
- Tap Sampling Plan\*
- List of Schools and Childcare Facilities Requiring Testing\*

*\*As described within the Draft Lead and Copper Rule Improvements (LCRI), the LSL Replacement Plans and list of schools and childcare facilities will not be required on October 16, 2024 if the LCRI is finalized by the compliance deadline. ADEQ currently advises systems to prepare these compliance deliverables for the deadline, however, in the event that the LCRI is not finalized in time or requirements change.*

## Project Understanding and Approach

The LSL Inventory must include the utility and customer-owned portions of each service line and indicate whether the service line material is lead, galvanized requiring replacement (GRR), non-lead, or lead status unknown. During Phase 1 efforts, it was determined there are 11,979 service lines in the service area with 1,974 unknowns on the utility-side and the customer-side.

The City's selected compliance pathway is aimed to fulfill the goal to have zero lead status unknown service lines. In order to reach this goal, field work must be completed for a prescribed quantity of lead status unknown service lines based upon the selected indirect method. Additionally, site review of field verified service lines and an updated LSL Inventory will be needed to integrate field work findings. All field verified service lines will need to be categorized as non-lead, and the City will need to conduct additional investigation of any customer-side galvanized service lines through record review or ADEQ coordination, if customer-side galvanized service lines are identified downstream of a service line that was or is lead status unknown. Beyond the LSL Inventory, compliance sample sites and sampling protocol will be required to fulfill two additional compliance requirements. Finally, customer education and outreach is a critical component of LCRR requirements in the future after the compliance deadline including for systems with a "No Lead Service Line Verification".

Notably, indirect method requirement stringency has greatly increased following the initial February 2024 release by ADEQ. At this time, 95% of the service line materials in homogeneous communities are required to be the same material, e.g., copper, plastic, galvanized, etc. Due to this, many homogeneous communities do not meet this requirement and require 100% field verification by ADEQ. This alone is shifting many Arizona utilities' compliance strategies to have lead status unknown service lines

remaining after the deadline. With this in mind, the potential for this strategy is incorporated into this proposal with the exception of an LSL Replacement Plan.

## **Scope of Services**

The Scope of Services includes the necessary tasks to complete Phase 2. The following tasks will be performed as part of this project:

- Task 1: Project Management and Meetings
- Task 2: Field Work Preparation
- Task 3: Field Work Review and Inventory Updates
- Task 4: Sampling, Monitoring, and Protocol
- Task 5: Customer Outreach and Education
- Task 6: Regulatory Coordination

## **Task 1: Project Management and Meetings**

Hazen will provide project management services throughout the project, including preparation of billing statements, document control, record keeping, and project budget and schedule tracking. Hazen will also track project performance including budget and schedule, identify any outstanding issues, and hold progress meetings/conference calls with City staff as necessary.

Our management approach includes well-defined roles and responsibilities of each resource and the lines of communication among team members and the City, as well as plans for maintaining QA/QC.

**Project Kick-Off Meeting and Review:** Hazen will conduct a 1-hour virtual kickoff meeting with the City to introduce our project team, establish lines of communication, review LCRR and LCRI requirements, and review the scope of services and project schedule.

During the kickoff meeting, Hazen will verify the City’s team participants, needs, and schedule.

**Project Progress Meetings:** Hazen will coordinate with City throughout the duration of the project. Coordination meetings will be held between the Hazen and the City, as needed (up to 8 meetings total).

**Progress Reports:** Project progress will be summarized each month in invoice progress reports.

### **Deliverables:**

- Kickoff Meeting – agenda, slides, action items, and key takeaways
- Project schedule
- Meeting minutes for monthly project progress meetings, which will be billed monthly

### **Assumption:**

- Conduct a kickoff meeting and virtual monthly progress calls, as needed, during a project duration (estimated at 8 months).

## **Task 2: Field Work Preparation**

**Service Line Identification Plan:** Hazen will prepare and lead a workshop with the City to provide an overview of all direct and indirect service line identification methods. A combined direct and indirect identification method will be recommended. Hazen will develop a Service Line Identification Action Plan with methods to verify service line materials based on findings in Phase 1 and the pilot effort. This Plan will inform any future work that could be performed to identify “Lead Status Unknown” service lines in the system.

**Mobile App and Dashboards:** Hazen will develop a Field Maps app to directly integrate field verification findings into the Lead Service Line Inventory Database. The Field Maps app will cover the required service line verification points as required by ADEQ. Service line sites may be assigned to separate Contractor(s) or City personnel, as desired, within the app platform. Instructions for utilization of

the Field Maps app will be included in Task 2's Training Materials. Additionally, a Field Verification QC Dashboard will be developed for the review of service line field verification submissions from the Field Maps app.

**Training and Piloting:** Hazen will host one three-hour training session for Contractor(s) and/or City staff to meet the ADEQ field work training requirements. Hazen will coordinate with ADEQ on training materials to ensure they meet ADEQ requirements.

**Deliverables:**

- Contractor and/or City Staff Training.
- Field Verification Mobile App.
- Field Verification QC Dashboard.

**Assumptions:**

- The Field Verification Mobile App will be developed through ArcGIS Field Maps app available in the Apple and Google Play app stores.
- The field verification of sites will be completed by the City or a City contractor.

### **Task 3: Field Work Review and Inventory Updates**

**Identification Review:** Hazen will coordinate with Contractor(s) and/or City staff to review Field Maps mobile app field verification submissions in the El Mirage ArcGIS Online Field Maps QC platform. Hazen will track Field Maps fields and high-level Contractor or City staff progress in the Field Maps Dashboard.

**LCRR Initial Inventory Updates:** Throughout the field identification effort, Hazen will update the LSL Inventory to provide an estimated quantity of remaining unknowns. At the completion of field identification, the LSL Inventory Template will be populated with the final LSL Inventory results for future detailed inventory submission requirements by ADEQ.

**Deliverables:**

- Updated LSL Inventory
- LCRR Initial Inventory Template

**Assumptions:**

- Updates to the LCRR Initial Inventory will be required to follow the requirements and formatting of the LCRI Baseline Inventory. The LCRI Baseline Inventory template is not currently available, however, and is due October 16, 2027. Additional LCRR to LCRI changes for the inventory may be included in a future scope of work.
- The City will be responsible for conducting field survey efforts using City staff or a contractor.

- During Phase 1, Hazen estimated approximately 2,000 lead status unknown service lines. For planning purposes, 500 sites are estimated for field verification and field work review.
- Based on efforts for other communities in Maricopa County, contractors are completing approximately 1,500 sites per month using the methods that the City will likely apply for field verification. At this rate, it is estimated to take approximately 1 month to complete field verification.
- Field verification contractor submissions will not exceed 500 sites. The estimated time to review each site, coordinate with contractors, and provide alternates, as needed, is 8 mins, which equates to 67 hours.
- The City will backup all collected data weekly with snapshot data backup. The City will provide the Contractor access to the El Mirage AGO, as needed.
- The field verification crews will maintain a viable mobile device and upload all service line data into the Field Maps mobile app without need for manual entry by Hazen staff.
- Leaded solder testing is not currently included in this effort.
- Identification of disadvantaged communities is not included in this effort.

#### **Task 4: Sampling, Monitoring, and Protocol**

**LCRR Sampling Plan:** Following the April 2024 EPA Fact Sheet, ADEQ is pending the LCRI finalization to reduce the compliance deliverables for October 16, 2024. If the LCRI is finalized prior, then the Tap Sampling Plan would be required October 16, 2027. Furthermore, the Lead Service Line Replacement Plan would be deferred until October 16, 2027 for systems with LSLs, GRR, or unknowns.

Pending this change, Hazen will develop an LCRR Compliant Sampling Site Selection including recommendations for revising the standard monitoring sample site pool based upon LSL Inventory results and existing sample sites to reflect the new tiered structure. Additionally, Hazen will update sampling protocols to account for 1<sup>st</sup> and 5<sup>th</sup> Liter sample requirements in the LCRR, as applicable. Finally, an inventory of schools and childcare facilities will be prepared for the initial October 16, 2024 deadline.

**LCRI Sampling Plan:** In the event that the LCRI is finalized prior to the October 16, 2024 deadline, Hazen will modify the prior Sampling Plan, SOPs, and sample site selection to meet LCRI requirements.

#### **Deliverables:**

- LCRR Tap Sampling Plan
- Inventory of Schools and Childcare Facilities

#### **Assumptions:**

- Information on leaded solder will be provided by the City, if available. Hazen will not evaluate leaded solder.

## Task 5: Customer Outreach and Education

Hazen will prepare Customer Outreach materials including topics for educational material, sampling instructions, sampling results, and additional customer notifications. Many of these deliverables are required for all water systems to provide to customers under certain compliance scenarios. Additionally, find-and fix materials are only required if an individual compliance sample exceeds 10 µg/L or 15 µg/L pursuant to the LCRR or LCRI requirements. Hazen will coordinate with ADEQ, as needed, during the project timeline to ensure materials meet ADEQ requirements. Customer service and outreach materials will focus on LCRR compliance requirements with documents which may be required by October 16, 2024 in **bold**.

### Deliverables:

- Educational Material
  - **Lead in Drinking Water Educational Material (1 Page – Front & Back)**
  - Annual Educational Information for Schools and Childcare Facilities (1 Page – Front and Back)
- Sampling Instructions
  - Find-and-Fix with POU Instructions (1 Page – Front & Back)
- Sampling Results
  - **Tier 1 Action Level Exceedance Notification**
- Service Line Material Notification
  - Notification of Service Line Material Field Verification (1 Page – Front)
  - Service Line Material Field Verification Flyer (1 Page – Front)
  - **Annual Notification of Possible Lead Service Line (Letter)\***
  - **Information for Customers for Accessing and Understanding LSL Inventory Map (1 page – Front & Back)\***
  - Notification of Service Line Disturbance

### Assumptions:

- Two revisions to the draft customer communication materials will be included.
- The first round of revisions will be completed in Microsoft Word, and the second round of revisions will be completed in Microsoft Word with inserted graphics.
- Up to nine (9) separate one-page documents with graphics will be prepared. Other documents will only include text within Microsoft Word.
- Documents prepared will not exceed two pages of final material.

## Task 6: Regulatory Coordination

**ADEQ Coordination:** ADEQ is providing case-by-case approval to inventory narratives and methods for service line material verification. Thus, coordination between ADEQ and the City to ensure regulatory compliance is a top priority for this project. Hazen will attend up to two calls with ADEQ to communicate the approach and findings.

**Application for “No LSL Verification”:** Once all required field verification sites are completed and confirmed as non-lead service line material coordination with ADEQ will begin to assist the City in reaching a non-lead designation, if the field verification work and inventory results align with ADEQ’s requirements.

**Deliverables:**

- Material verification findings summary
- Request for a “No Lead Service Lines Verification” designation

**Assumptions:**

- Hazen will conduct regulatory coordination meetings with ADEQ on the material verification methods up to two times during the duration of the project.
- Written verification from ADEQ on service lince material identification methods will be received prior to commencing field work in Task 2.

**Project Schedule**

The anticipated Notice to Proceed (NTP) date is tentatively prior to July. We are proposing a timeline of completing the project within 8 months.

**Project Fee**

The total fee associated with this project is shown on the below table using contract rates. The work would be billed time and materials up to the not-to-exceed amount shown in the table.

**Budget**  
**Lead and Copper Rule Revisions Phase 2**  
City of El Mirage (Owner)  
Hazen and Sawyer (Consultant)  
June 14, 2024

Task	Project Manager - VP	Deputy Project Manager - PE	Technical Advisor - PE	QA/QC - SA	Assistant Engineer II - AE II	Assistant Engineer I - AE I	Total Hours	Labor Fee	Direct Expenses (detail below)	Total Fee
	Courter	Robles	Cook	Rosenfeldt	Varies	Varies				
Hourly Rate	\$285	\$210	\$210	\$260	\$145	\$130				
Task 1: Project Management and Meetings	12		8				20	\$ 5,100	\$ 54	\$ 5,154
Task 2: Field Work Preparation	20	40	40	12	80	80	272	\$ 47,620		\$ 47,620
Task 3: Field Work Review and Inventory Updates	4	16	16	2	80	80	198	\$ 30,380		\$ 30,380
Task 4: Sampling, Monitoring, and Protocol	8	8	20	12	60	60	168	\$ 27,780		\$ 27,780
Task 5: Customer Outreach and Education	2	8	16	2	60	40	128	\$ 20,030		\$ 20,030
Task 6: Regulatory Coordination	16	16	40	8	40		120	\$ 24,200		\$ 24,200
<b>TOTALS - BASIC SERVICES</b>	<b>62</b>	<b>88</b>	<b>140</b>	<b>36</b>	<b>320</b>	<b>260</b>	<b>906</b>	<b>\$ 155,110</b>	<b>\$ 54</b>	<b>\$ 155,164</b>

Hazen and Sawyer Labor Classifications
AVP - Associate VP / Technical Director / QA-QC
SA - Senior Associate / Project Manager / Technical Manager
PE - Principal
AE - Assistant Engineer

Additional Direct Expenses - detail	Units	Unit Cost	Total \$
Mileage	100 Miles	\$ 0.540	\$ 54
<b>Subtotal - Other Direct Costs</b>			<b>\$ 54</b>



CITY OF BUCKEYE  
ON-CALL CONSULTING FOR  
ENGINEERING AND ARCHITECTURAL SERVICES

CATEGORY 2: WATER/WASTEWATER

HAZEN AND SAWYER  
Contract No: 2022003.18

THIS CONTRACT, ("Contract") is entered into by and between the CITY OF BUCKEYE, an Arizona municipal corporation, hereafter called (the "CITY") and Hazen and Sawyer, an Arizona corporation, hereafter called ("CONSULTANT").

RECITALS

The CITY OF BUCKEYE, Arizona, is authorized and empowered by the City Code to execute contracts.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, The City and Consultant agree as follows:

This Contract shall be in full force and effect only when it has been approved as required by the City Code and executed by the duly authorized City officials.

**1.0 SCOPE OF SERVICES**

The City desires to obtain Professional Architectural and Engineering services for City-wide Improvement projects. In accordance with the contract documents, including the General Scope of Services, Requirements, and Standards attached to this contract as Exhibit A, a specific scope of services shall be negotiated for each project and executed by individual Task Orders. Services provided by the Consultant under this agreement shall be performed in a manner consistent with that degree of care and skills ordinarily exercised by members of the same profession currently practicing under similar conditions.

The Consultant shall perform all services within the cost and time frames defined in executed Task Orders, and comply in all respects, with the terms, conditions, and requirements described herein for the consideration stipulated, and in compliance with applicable Federal, State and City Codes. Services at the City's request may include, in general, but are not limited to the following:

**1.1 CATEGORY 2: Water/Wastewater – May include but not limited to projects related to the following:**

- Water and wastewater treatment plants
- Sanitary sewer lift stations and odor control
- Treated effluent pumping systems and effluent line systems
- Water and wastewater system modeling studies
- Pumping and storage systems

- Water transmission and distribution systems
- Wastewater collection systems
- Condition Assessment
- Electrical and mechanical design specific to Water and Wastewater facilities
- Groundwater Wells (permitting, design, rehab), hydrologic investigations, and groundwater modeling studies
- Utility security services in the areas of critical infrastructure studies, security vulnerability assessments, emergency response, hazard impact analysis, risk reduction studies, and building and security design services
- Review of water and wastewater system studies, master planning, and design drawings for new development projects
- Construction administration, inspection, oversight of construction activities, start-up and commissioning, training, and project close-out documents (e.g.-Record Drawings, O&M manuals, etc.).

A detailed scope of services will be prepared for each individual project by the Consultant and submitted to the City. Requests for services will be issued in the form of a written Task Order ("Task Order") document initiated by the Manager, Construction and Contracting. The Task Order will include a description of the project, detailed scope of services, project schedule, and the approved fee. The Consultant should receive prior approval from the Manager, Construction and Contracting prior to commencement of services on project assignments released under this Contract.

## **2.0 FEES AND PAYMENTS**

### **2.1 REGISTRATION REQUIREMENT IN VENDOR SELF SERVICE (VSS)**

In order to do business with the City, register at <https://selfservice.buckeyeaz.gov/MSS> Please be aware vendors that do not register and verify their information, including uploading a W-9 form to their profile, may experience delays in processing of invoices and will not be able to do business with the City.

### **2.2 FEE SCHEDULE**

Consultant shall be paid according to the fee schedule set forth in Exhibit B. Each "Task Order" over One Hundred Thousand Dollars (\$100,000.00) shall be subject to City Council Approval.

### **2.3 PAYMENT APPROVAL**

The time spent for each task shall be recorded and submitted to the Contracting Officer. Consultant shall maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and make such materials available at all reasonable times during the contract period.

Monthly payments shall be made to the Consultant on the basis of a progress report prepared and submitted by the Consultant for work completed through the last day of the preceding calendar month. Each task shall be subject to review and approval by the Contracting Officer to determine acceptable percentage of completion.

The Contracting Officer reserves the exclusive right to determine the amount of work performed and payment due the Consultant on a monthly basis.

All charges must be approved by the Contracting Officer prior to payment.

### **3.0 GENERAL TERMS AND CONDITIONS**

#### **3.1 CONTRACTING OFFICER**

The Contracting Officer for the City shall be the Contracting Officer, in the Construction and Contracting Division or designee. The Contracting Officer shall oversee the performance of this Contract; assist the Consultant in contacting members associated with the project, audit billings, and approve payments. The Consultant shall submit all reports and special requests through the Contracting Officer.

#### **3.2 TERM OF CONTRACT**

The Contract initial term is established for a one (1) year term commencing on the date of execution with automatic renewals, unless otherwise terminated by either party, for four (4) additional one-year terms. Consultant shall provide services under the contract for specific project assignments with a Task Order issued no later than the final day of the effective Contract terms.

#### **3.3 TERMINATION OF CONTRACT**

The City has the right to terminate this Contract or abandon any portion of a Task Order, which has not been performed by the Consultant.

**Termination for Convenience:** City and Consultant reserve the right to terminate this contract or any part hereof for its sole convenience with thirty (30) days written notice. In the event of such termination, Consultant shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and SubConsultants to cease such work. As compensation in full for services performed to the date of such termination, the Consultant shall receive a fee for the percentage of services actually completed. This fee shall be in the amount to be mutually agreed upon by the Consultant and the City, based on the agreed Scope of Work and the value to the City of the services completed. If there is no mutual agreement, the Contracting Officer shall determine the percentage of completion of each task detailed in the Scope of Work and the Consultant's compensation shall be based upon such determination. The City shall make this final payment within sixty (60) days after the Consultant has delivered the last of the partially completed items. Consultant shall not be paid for any work done after receipt of the notice of termination, or for any costs incurred by Consultant's suppliers or SubConsultants, which Consultant could reasonably have avoided.

**Termination for Cause:** City may also terminate this contract or any part hereof with seven (7) days written notice for cause in the event of any default by the Consultant, or if the Consultant fails to comply with any of the material terms and conditions of this contract. By way of example and not limitation, unsatisfactory performance as judged by the Contracting Officer and failure to provide City, upon written request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause. In the event of termination for cause, CITY shall not be liable to Consultant for any amount after the issuance of written notice, and Consultant shall be liable to City for any and all damages sustained by reason of the default that gave rise to the termination.

In the event Consultant is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving written notice to the Consultant.

In the event the City shall terminate this Contract or any part of the services as herein provided, the City shall notify the Consultant in writing, and immediately upon receiving such written notice, the Consultant shall discontinue advancing the work under this Contract and/or awarded Task Order.

Upon such termination or abandonment, the Consultant shall deliver to the City all drawings, special provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City.

The Consultant shall appraise the work it has completed and submit its appraisal to the City for evaluation.

If through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

### 3.4 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges hereunder, the City may terminate this Contract at the end of the current fiscal period, or at the time that funds are no longer available to meet the City's payment obligations hereunder. The City agrees to give written notice of termination to the Consultant at least thirty (30) days prior to any termination for a lack of funds and will pay to the Consultant all approved charges incurred prior to Consultant's receipt of such notice, subject to the availability of funds therefore.

### 3.5 AUDIT

The City may audit all of the Consultant's records, calculations, and working documents pertaining to this work at a mutually agreeable time and place.

Consultant's records (hard copy, as well as computer readable data), and any other supporting evidence

deemed necessary by the City to substantiate charges and claims related to this contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Consultant or any of his payees pursuant to the execution of the contract. The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Consultant's Records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

Consultant shall require all SubConsultants, to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Consultant and payee. Such requirements will also apply to any and all SubConsultants.

If an audit in accordance with this article, discloses overcharges, of any nature, by the Consultant to the City in excess of five percent (5%) of the total contract billings, the actual cost of the City's audit shall be reimbursed to the City by the Consultant.

Any adjustments and/or payments, which must be made as a result of any, such audit or inspection of the Consultant's invoices and/or records, shall be made within a reasonable amount of time (not to exceed 60 days) from presentation of CITY's findings to Consultant.

### 3.6 OWNERSHIP OF PROJECT DOCUMENTS

All documents, including but not limited to, field notes, design notes, tracings, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, which are prepared in the performance of this Contract will become and are the property of City.

### 3.7 COMPLETENESS AND ACCURACY

The Consultant shall be responsible for the accuracy of its work, including but not limited to, survey work, reports, supporting data, and drawings, sketches, etc. prepared or compiled pursuant to this Contract and shall correct, at its expense, all negligent errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to the engineering errors shall be chargeable to the Consultant. Additional Scope(s) of work which may be added to the Task Order shall not be considered the responsibility of the Consultant unless the need for same was created solely by any negligent error, omission, or negligent act of the Consultant and does not result in betterment to the City. The fact that the City has accepted or approved the Consultant's work shall in no way relieve the Consultant of any of its responsibilities.

### 3.8 ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, which shall be deemed to have accrued from the commencement of such action.

### 3.9 SUCCESSORS AND ASSIGNS

This Contract shall extend to and be binding upon the Consultant, its successors and assigns, including any individual, company, partnership, or other entity with or into which the Consultant shall merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which the Consultant shall sell its assets.

### 3.10 ASSIGNMENT

Services covered by this Contract shall not be assigned or subcontracted in whole or in part without the prior written consent of the Contracting Officer.

### 3.11 SUBCONSULTANTS

During the performance of the Contract, the Consultant may engage such additional SubConsultants as may be required for the timely completion of this Contract. The addition of any SubConsultants shall be subject to the prior approval of the City.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Consultant.

### 3.12 ALTERATIONS OR ADDITIONS TO SCOPE OF SERVICES

The total scope of Services to be performed in accordance with this Contract will be identified in each Task Order. Services, which are not included in this Contract, will be considered Additional Services. The Consultant shall not perform these Additional Services without written authorization in the form of an approved Change Order from the City.

### 3.13 MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

### 3.14 CONFLICT OF INTEREST

This Contract is subject to cancellation pursuant to the provisions of A.R.S. 38-511.

### 3.15 FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

### 3.16 TAXES

The fee listed in this Contract includes any and all taxes applicable to the activities hereunder. The City shall have no obligation to pay additional amounts for taxes of any type.

### 3.17 ADVERTISING

No advertising or publicity concerning the City using the Consultant's services shall be undertaken without prior written approval of such advertising or public City by the Contracting Officer.

### 3.18 COUNTERPARTS

This Contract may be executed in one or more counterparts, and each executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

### 3.19 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein.

### 3.20 ARIZONA LAW

This Contract shall be governed and interpreted according to the laws of the State of Arizona.

### 3.21 EQUAL EMPLOYMENT OPPORTUNITY

The Consultant shall comply with Executive Order No. 11245, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

### 3.22 NOTICES

All notices or demands required to be given, pursuant to the terms of this Contract, shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

On behalf of the Consultant:

Curtis Courter, Associate Vice President  
Hazen and Sawyer  
1626 N. Litchfield Road, Suite 330  
Goodyear, AZ 85395  
P: (480) 465-4504  
[ccourter@hazenandsawyer.com](mailto:ccourter@hazenandsawyer.com)

On behalf of the CITY:

Christopher A. Williams, Manager  
Construction and Contracting Division  
530 East Monroe Ave.  
Buckeye, AZ 85326  
P: (623) 349-6225  
[cwilliams@buckeyeaz.gov](mailto:cwilliams@buckeyeaz.gov)

With a copy to:

Gust Rosenfeld, P.L.C.  
One E. Washington, Suite 1600  
Phoenix, AZ 85004-2553  
Attention: Sheila Schmidt  
P: (602) 257-7432  
F :( 602) 254-4878

Notices shall be deemed received on date delivered if delivered by hand and on the delivery date indicated on receipt if delivered by certified or registered mail.

### 3.23 INDEPENDENT CONSULTANT

The services Consultant provides under the terms of this Contract to the City are that of an Independent Consultant, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

City shall not withhold income tax as a deduction from contractual payments. As a result of this, Consultant may be subject to I.R.S. provisions for payment of estimated income tax. Consultant is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

### 3.24 INDEMNIFICATION

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein

called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) are caused by the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of SubConsultant in the performance of this Contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

### 3.25 E-VERIFY REQUIREMENTS

To the extent applicable under Arizona Revised Statutes § 41-4401, the Consultant and its Subconsultants warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. Revised Statutes. § 23-214(A). The Consultant or Subconsultant's breach of the above-mentioned warranty shall be deemed a material breach of the Contract and may result in the termination of the Contract by the City of Buckeye. The City of Buckeye retains the legal right to randomly inspect the papers and records of the Consultant or Subconsultant employee who work on the Contract to ensure that the Consultant and its Subconsultants are complying with the above-mentioned warranty.

The Consultant and its SubConsultants warrant keeping the papers and records open for random inspection during normal business hours by the City. The Consultant and its SubConsultants shall cooperate with City's random inspections including granting the City's entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

### 3.26 SCRUTINIZED BUSINESS OPERATIONS

Pursuant to Arizona Revised Statutes §§ 35-391.06 and 35-393.06, the Consultant certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in ARIZ. Revised Statutes § 35-391 and 35-393, as applicable. If the City determines that the Consultant submitted a false Certification, the City may impose remedies as provided by law including terminating this Contract.

### 3.27 COMPLIANCE WITH LAWS

In performing any work required hereunder, Consultant shall comply with all applicable laws, ordinances, and codes of Federal, State and local governments, in effect during this Contract.

### 3.28 COOPERATIVE PURCHASING

Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s) ") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion,

accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All Cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and the Consultant or Contractor. The exercise of any rights, responsibilities or remedies by Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

#### **4.0 INSURANCE**

A Standard Accord Certificate of Insurance is acceptable provided it contains the additional language and deleted language as required in this contract. Failure to provide a Certificate of Insurance with the appropriate verbiage as required by this contract will result in rejection of the Certificate and delay contract execution.

**Additionally, Certificates of Insurance submitted without referencing a Contract number will be subject to rejection and returned or discarded.**

##### 4.1 Insurance Representations and Requirements

4.1.1 General: Consultant agrees to comply with all City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Buckeye. Failure to maintain insurance as specified may result in termination of this Contract at City of Buckeye's option.

No Representation of Coverage Adequacy: By requiring insurance herein, City of Buckeye does not represent that coverage and limits will be adequate to protect Consultant. City of Buckeye reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but have no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

4.1.2 Additional Insured: All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, City of Buckeye, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this agreement.

4.1.3 Coverage Term: All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of subject contract is satisfactorily performed, completed and formally accepted by the City of Buckeye, unless specified otherwise in this Contract.

4.1.4 Primary Insurance: Consultant's insurance shall be primary insurance as respects performance of subject contract and in the protection of City of Buckeye as an Additional Insured.

4.1.5 Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

4.1.6 Waiver: All policies, except Professional Liability insurance, shall contain a waiver of rights of recovery (subrogation) against City of Buckeye, its agents, representatives, officials, directors, officers, and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

4.1.7 Policy Deductibles and or Self Insured Retentions: The policies set forth in these requirements may provide coverage, which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to City of Buckeye. Consultant shall be solely responsible for any such deductible or self-insured retention amount. CITY OF BUCKEYE, at its option and cost, may require Consultant to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.1.8 Use of SubConsultants: If any work under this agreement is subcontracted in any way, Consultant shall execute written agreement with SubConsultant containing the same Indemnification Clause and Insurance Requirements set forth herein protecting City of Buckeye and Consultant. Consultant shall be responsible for executing the agreement with SubConsultant and obtaining Certificates of Insurance verifying the insurance requirements.

4.1.9 Evidence of Insurance: Prior to commencing any work or services under this Contract, Consultant shall furnish City of Buckeye with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Consultant's insurer(s) as evidence that policies are placed with acceptable Insurers as specified herein and provide the required coverage(s), conditions, and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Buckeye shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this agreement. Such certificates shall identify the Contract work number and be sent to the designated City of Buckeye- Contracting Officer. If any of the above cited policies expire during the life of this Contract, it shall be Consultant's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

1. City of Buckeye, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

- A) Commercial General Liability - Under ISO Form CG 20 10 11 85 or equivalent.
- b) Auto Liability- under ISO Form CA 20 48 or equivalent.
- c) Excess Liability- Follow Form to underlying insurance.

2. Consultant's insurance shall be primary insurance as respects performance of subject contract.

3. All policies, except Professional Liability, waive rights of recovery (subrogation) against City of Buckeye, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Consultant under this contract.

4. Certificate shall cite a 30-day advance notice cancellation provision. If ACORD Certificate of Insurance form used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

#### 4.2 Required Coverage

4.2.1 Commercial General Liability: Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit.

The policy shall cover liability arising from premises, operations, and independent Consultants, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insureds clause. To the fullest extent allowed by law, for claims arising out of the performance of this contract, the City of Buckeye, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under Insurance Service Offices, Inc. Commercial General Liability Additional Insured Endorsement form CG 20 10 11 85, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.2.2 Professional Liability: If the Contract is the subject of any professional services or work, or if Consultant engages in any professional services or work adjunct or residual to performing the work under this Contract, Consultant shall maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liable, with liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the work or services, and Consultant shall be required to submit

Certificates of Insurance evidencing proper coverage is in effect as required above.

**4.2.3 Vehicle Liability:** Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant's owned, hired, and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Contract. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this contract, the City of Buckeye, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

**4.2.4 Worker's Compensation Insurance:** Consultant shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of work or services under this Contract and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

**Umbrella/Excess Liability:** Umbrella/Excess Liability insurance with a limit of not less than \$2,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability, as required above.

## **5.0 SOFTWARE LICENSES**

As to all software licenses provided to the City as part of Consultant's obligations under this Contract, the following provisions apply:

### **5.1 SOURCE CODE AVAILABILITY**

Consultant shall furnish City, without charge, a single copy of the Source Code for the Software immediately upon the occurrence of any of the following:

1. Consultant becomes insolvent; or
2. Consultant ceases to conduct business; or
3. Consultant makes a general assignment for the benefit of creditors; or
4. A petition is filed in Bankruptcy by or against Consultant.

**5.1.1** Use of the Source Code shall be subject to the same restrictions as to which the Software itself is subject.

5.1.2 City shall have the right to modify Source Code in any manner it deems appropriate, provided that the Source Code as modified shall remain subject to the restrictions set forth in immediately above.

## 5.2 PROPRIETARY PROTECTION

5.2.1 City acknowledges that to the extent Consultant advises the City that the Software is confidential information or is a trade secret property of the Consultant, the Software is thereby disclosed on a confidential basis under this Contract and is to be used only pursuant to the terms and conditions set forth herein.

5.2.2 Consultant shall not use or disclose any knowledge, data or proprietary information relating to CITY obtained in any manner whatsoever.

5.2.3 To the extent permitted by Arizona Law, the parties agree, both during the term of this Contract and for a period of seven (7) years after termination of this Contract and of all licenses granted hereunder, to hold each other's confidential information in confidence. The parties agree, unless required by government regulations or order of court, not to make each other's confidential information available in any form to any third party or to use each other's confidential information for any purposes other than the implementation of this Contract provided, however, that if Consultant's confidential information is requested to be divulged under the provisions of the Arizona Public Records Act, A.R.S., Title 39, Consultant shall reimburse to City the full cost of City's refusal to release the information, including costs of litigation, City's attorney fees, fines, penalties or assessments of opposing party's attorney fees. Each party agrees to take all reasonable steps to ensure that confidential information is not disclosed or distributed by its employees or agents in violation of the provisions of this Contract.

## 5.3 NON-INFRINGEMENT

Consultant warrants that the Software provided hereunder does not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary or property right of any person or entity. In the event of a claim against City asserting or involving such an allegation, Consultant will defend, at Consultant's expense, and will indemnify City and hold City harmless against any loss, cost, expense (including attorney fees) or liability arising out of such claim, whether or not such claim is successful. In the event an injunction or order should be obtained against use of the Software by reason of the allegations, or if in Consultant's opinion the Software is likely to become the subject of such a claim of infringement, Consultant will, at its option and its expense: (i) procure for the City the right to continue using the Software; or (ii) replace or modify the same so that it becomes non-infringing (such modification or replacement shall be functionally equivalent to the original); or (iii) if neither (i) nor (ii) is practicable, repurchase the Software on a depreciated basis utilizing a straight line five (5) year period, commencing on the date of acceptance.

## 5.4 THIRD PARTY LICENSE

Consultant shall sublicense to City any and all third party Software required in the execution of this Contract. City reserves the right to accept or reject third party license terms. If the City rejects the terms

of a third party license, it shall be Consultant's responsibility to negotiate acceptable terms or to supply Software from another source with terms acceptable to City. City's acceptance of the third party license terms shall not be unreasonably withheld.

## **6.0 SEVERABILITY AND AUTHORITY**

### **6.1 SEVERABILITY**

If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

### **6.2 AUTHORITY**

Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each party has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this Contract.

### **6.3 ISRAEL COMPLIANCE**

Pursuant to Arizona Revised Statute § 35-393.01, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel.

[Signature page follows]

- A. General Scope of Services
- B. Fee Schedule

Contract No.: 2022003.18

IN WITNESS WHEREOF, the City of Buckeye by its Mayor and City Clerk has hereunto subscribed their names this March 1, 2022.

CITY OF BUCKEYE



Eric W. Orsborn, Mayor

ATTEST:



Lucinda Aja, City Clerk

RECOMMENDED:



Christopher A. Williams, Manager  
Construction & Contracting

APPROVED AS TO FORM:



City Attorney

CONSULTANT:  
HAZEN AND SAWYER



Curtis Courter, Associate Vice President

Adobe Sign Transaction Number: CBJCHBCAABAAD4s8rq\_xbj38dakJr-cs\_PaMEGVSWxvc

Adobe Sign Transaction Number: CBJCHBCAABAAlbnL2fKLKqIgtgOBLHdg8d1OeUcUk7DR

**EXHIBIT A**  
**GENERAL SCOPE OF SERVICES REQUIREMENTS AND STANDARDS**

## **GENERAL SCOPE OF SERVICES REQUIREMENTS AND STANDARDS**

Consultant's services involving design, construction administration and inspection services shall include, but are not limited to, the following general requirements and standards, unless otherwise provided for in the individual scope of services incorporated as a part of the project assignment Notice(s) to Proceed released under this Contract.

### **DESIGN SERVICES –GENERAL PROJECTS**

The Consultant shall prepare plans, specifications, cost estimates and special provisions according to direction and standards of the City. All work shall be performed within the City of Buckeye.

#### **A. General Project Administration**

1. The Consultant shall attend project meetings as necessary to maintain the project budget and schedule; chair periodic regular meetings as requested by the City, set agendas and prepare and distribute meeting minutes. Meetings under basic services include:

- A) Meetings with City staff and Management.
- B) Meetings required obtaining a permit.
- C) Meetings with internal oversight committees.

1. The Consultant shall coordinate with private, public and City utilities regarding standard utility issues and incorporate pertinent information in the plans.

2. The Consultant shall be responsible for submission and retrieval of all required Contract documents to the various reviewing agencies required under the project.

3. The Consultant shall prepare and maintain a project schedule after meeting with the project manager to determine appropriate submittal deadlines and to coordinate project submissions.

4. When applicable, the Consultant shall be responsible for obtaining or assisting the City in obtaining all federal, state, county, local and utility permits and approvals required for the project. As the project progresses, the Consultant shall timely furnish to the City copies of all communications between the Consultant and the respective agency or department related to the Contract and all approvals and permits for the projects.

5. If requested, the Consultant shall prepare necessary exhibits and make a presentation as deemed necessary by the Project Manager.

6. The Consultant shall avoid specification of construction materials known to be hazardous or potentially hazardous, including asbestos, lead or any derivative thereof, unless specifically approved in writing by the City.

7. The Consultant shall submit a written monthly "Design and Progress Report" to the City during the entire period of design.

#### B. 30% Plans Phase

1. The Consultant shall consult with City staff to ascertain information needed to meet the requirements of the project and shall confirm such requirements in writing and/or by sketch to the City.

2. The Consultant shall be responsible for establishing a pre-design meeting for design reviews with the City a minimum of two weeks prior to completion of schematic design. The Consultant will submit Three (3) copies of the preliminary site plan to the City at the time the request for a meeting is made.

3. The Consultant shall prepare a schedule for City approval of all required submittals for City review(s) based upon information from the pre-design meeting and current City published review times.

4. The Consultant shall prepare preliminary design studies leading to a recommended solution together with a general description of the project and shall, at no further expense to the City, submit three (3) sets of same to the City with written construction, cost estimates. The Consultant shall present these studies and estimates to the City for review, comments and approval.

5. The 30% Plans Phase will be considered completed when the City has approved the preliminary design plans and the construction cost estimate for the submitted plans is within the project construction budget.

#### C. 60% Plan Phase

1. After the 30% plans and construction cost estimate are approved in writing by the City, the Consultant shall prepare the 60% plans documents. These documents will consist of preliminary plans, elevations, other drawings, and specifications to fix and illustrate the size and character of the entire project including the kinds of materials; type of structure; mechanical, electrical, computer and telecommunications systems; and such other work as may be appropriate.

2. The Consultant shall design the project so that the construction shall conform to the requirements of Title 34, Arizona Revised Statutes regulating public buildings and improvements, as well as other applicable statutes and regulations.

3. Toward the end of the 60% Plans Phase, the Consultant shall hold a plan coordination meeting between the Consultant and the Subconsultants to review and address coordination and integration of the plans provided by the various disciplines. The Consultant shall invite the Project Manager to attend

this meeting.

4. After completion of the 60% Plans Phase, the Consultant shall, at no further expense to the City, deliver three (3) sets of the 60% drawings and plans, three (3) sets of the specifications, and three (3) sets of the detailed project cost estimates. The Consultant shall present all documents to the City for review, comment, and approval. If requested by the City, Consultant shall provide other design support documentation (i.e., structural, irrigation or earthwork calculations).

5. The 60% Plans Phase will be considered complete once the City has approved the submitted design development plans, agrees that the construction cost estimate is within the established project budget, and agrees that the Consultant is meeting the submittal dates for City documents as identified in the 30% Plans Phase schedule.

#### D. 90% Final Plans Phase

1. After the 60% plans and construction cost estimate have been approved in writing by the City, the Consultant shall prepare final, permit-ready construction drawings, plans, and specifications.

2. The consultant shall prepare its drawings in AutoCAD format compatible with the City (or other department as specified in the project assignment notice to proceed) CADD technology using City layering standards. The drawing format will be a 24" x 34" sheet size unless otherwise authorized in writing by the City. The City shall provide the City's Boilerplate and Supplemental General Conditions sections for the project specifications. No changes, deletions, or additions to these sections shall be made by the Consultant without approval by the City before inclusion in the final specifications. Final bid specifications shall be prepared in an 8-1/2" x 11" size format, single-spaced, single-sided and unbound. The Consultant shall coordinate the special provisions of the bid package to be compatible with the City's Boilerplate and Supplemental General Conditions.

3. During the preparation of construction documents, the Consultant shall inform the City in writing of any adjustments to previous construction cost estimates indicated by changes in scope, requirements, or market conditions.

4. The Consultant shall comply with all applicable federal, state, and local laws and codes in effect at the time the drawings, plans and specifications are approved by the City. The Consultant shall notify the City of any code changes that occur during the life of this Design Contract that will impact the project.

5. No later than ten calendar days prior the first advertisement date for the project bid, the Consultant shall ensure that the plans prepared by the utility companies have been incorporated into the final plans set.

6. Toward the end of the 60% plans phase, the Consultant shall hold a plan coordination meeting between the Consultant and the Subconsultants to review and address coordination and integration of the plans provided by the various disciplines. The Consultant shall invite the project manager to attend

this meeting.

7. Upon completion of construction plans, specifications and Contract documents, the Consultant shall provide, at no expense to the City, three (3) sets of all design calculations, including structural, mechanical, electrical and plumbing, and three (3) complete sets each of construction drawings, plans specifications and Contract documents for review and approval by the appropriate City agencies. These documents must be sealed and signed by the appropriate responsible party.

8. With the submission of the construction plans, specifications and Contract documents, the Consultant shall submit three (3) copies of a detailed project cost estimate.

9. The Consultant shall coordinate the building permit process and assist in filing the required documents to secure approval of all governmental authorities having jurisdiction over the design of the project. All original filing and approval fees shall be paid by the City or reimbursed to the Consultant if paid by Consultant.

10. The Consultant shall incorporate all corrections received from the reviewing entities into the final bid set of Contract documents. If required, the Consultant shall resubmit the revised plans to Project Manager for approval. Also, if required by the project manager, the Consultant shall submit a revised cost estimate reflecting the modification made for this final submittal.

11. Upon approval by the City of complete drawings, plans, and specifications, the Consultant shall deliver to the City the final original copy of the final specifications. These documents shall be sealed and signed by the appropriate responsible party.

12. The Final Design Phase will be considered complete when the City has approved the final submitted plans and specifications, agrees that the cost estimate is within the established project budget, and agrees that the plans are permit-ready.

#### E. Bid Phase

1. No later than eighteen calendar days prior to the first advertisement date of the project bid, the Consultant shall prepare and submit a detailed construction cost estimate of the project. This cost estimate for the base bid shall be prepared in sufficient detail to identify all trades required for the project, as well as estimated cost for those trades. The cost estimate should follow the Construction Specification Institute divisions. The Consultant shall not furnish the estimate to any one other than the City.

2. The Consultant may attend and prepare meeting minutes for the pre-bid conference, any other related meetings, and prepare all necessary addenda related to documents originated by the Consultant in a format approved by the City. The City will be responsible for distributing all addenda.

3. The Consultant shall be responsible for responding to questions regarding the plans and specifications. Consultant shall receive, review and approve/disapprove request for substitutions, and incorporate these substitution requests into the addenda as required.

4. The Consultant shall submit their final design plans including all design addenda on an electronic medium immediately useable and compatible with City of Buckeye "City CADD" technology. The resulting image produced on the viewing screen shall include all title blocks, borders, details and notes that are visible on full-size originals or blue lines. The CADD files should be accessible for reading and plotting. One copy of the final specifications including all addenda shall be submitted in print and on a computer disc compatible with City work processing standards.

Copies of documents that may be relied upon by the City are limited to the printed copies (also known as hard copies) that are signed and sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by the Consultant to the City are only for the convenience of the City. Any conclusion or information obtained or derived from such electronic files will be at the City's sole risk.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. The Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by the City.

5. The Bid Phase will be considered completed when the project construction bid has been awarded by the City Council and final construction documents have been received on electronic media.

#### E. GENERAL CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES

1. Consultant may perform Construction Administration and Inspection services on the project assignments released under this Contract according to the direction and standards of the City.

2. The Consultant may attend the pre-construction conference which will be arranged and called for by the City; be prepared to respond to questions; and prepare a "Record of Preconstruction Conference" which will be distributed to all attendees. Consultant will attend project meetings as necessary to maintain the project budget and schedule; chair periodic regular meetings on site and any additional meetings as requested by the City; set agendas and prepare and distribute minutes.

3. If required, Consultant shall furnish the services of a competent inspector during the progress of construction. The Consultant shall coordinate the inspection, facilitate the work in general, and perform miscellaneous inspection work as required to assure that the work is constructed in accordance with the Contract documents and accepted standards of the construction industry. The Consultant shall not have the direct control of the individual workmen and their work. The direct control shall be solely the

responsibility of the Consultant (referred to as "Consultant"), to the extent provided by the Contract between the City and the Consultant.

4. If required, Consultant shall provide Construction Administration and Inspection as required for substantial compliance with the Contract documents. Consultant will keep the City informed of the progress of the work, endeavor to guard the City against defects and deficiencies in the work of the Consultant, and shall reject or stop work, as appropriate, failing to conform to the Contract documents. The Consultant or Consultant's authorized representative shall keep adequate project records and field reports of work during construction.

5. If required, Consultant shall make recommendations to the City on matters relating to the interpretation of the Contract documents.

6. If required, Consultant shall review the Consultant's submittal schedule which will list all submissions required by Contract documents.

7. If required, Consultant shall establish a submittal control sheet to monitor the timeliness of Consultant submissions, and review and make recommendations to the City relating to the execution and progress of the project.

8. If required, Consultant shall provide the necessary survey controls for the Consultant's guidance and verify the correctness of the work as it progresses.

9. If required, Consultant shall review and monitor schedules; and review and approve or take other appropriate action on samples, shop and setting drawings; coordinate testing, review and make recommendations on reports from testing laboratory(s), and other submissions for conformance with the design concept of the project and for compliance with the information given by the Contract documents.

10. If required, Consultant shall monitor and log Consultant correspondence and provide the City with all documents, reports and correspondence pertaining to the project.

11. If required, all construction testing shall be done under the supervision of the Consultant.

12. If required, Consultant shall submit reports of the job site visit which will summarize the activities at the time of the visit and progress made since the last visit. These reports will be submitted to the City bi-weekly.

13. If required, Consultant shall make construction monthly progress reports to the City covering the general progress of the project and describing any problems or factors contributing to delay and recommending solutions or resolutions where appropriate.

14. If required, Consultant shall review and make recommendations to the City on all claims of the Consultant for extra work not covered in the Contract documents, and the recommendations shall be jointly reviewed by the Consultant and the City for final decisions. The Consultant will prepare construction change orders for approved extra work and time extensions not covered in the Contract documents brought about by Consultant(s) claims.

15. For all changes, additions or deletions requested by the City, the Consultant will obtain all information required and present Consultant's recommendations. The City will either approve or deny the recommendation.

16. If required, Consultant will verify the amount owed to the Consultant and will sign and issue an "Estimate for Payment," in such amount. This "Estimate for Payment" will constitute a representation to the City that the work has progressed to the point indicated. By issuing an "Estimate for Payment," Consultant will also represent to the City that, to the best of Consultant's knowledge, information, and belief, based on what Consultant inspections and observations have reveals, the quality of the work is in substantial accordance with the Contract documents.

17. If required, Consultant will attend joint inspections with the City to determine the dates of substantial and final completion and so inform the City Engineer in writing, when completed. After acceptance of the project by the City, Consultant will promptly issue a final "Estimate for Payment," with two completed and signed copies.

F. The Consultant may be required to perform any of the following if defined in an issued Task Order as follows:

1. Conduct final close-out inspections(s), prepare a project punch list including the owner's concerns, and verify that the items indicated on the list are corrected prior to final acceptance.
2. Verify that all documentation required of the Consultant per the construction contract has been submitted and is acceptable to the City.
3. Review, assemble and provide all warranties, files, operating manuals, logs and other closeout paperwork as described in the project specifications at the completion of the project.
4. Verify that all correspondence, shop drawings, directives, and RFI's, are delivered to the City.
5. Review and approved all lien waivers prior to the final payment to the Consultant.
6. Prepare and turn over to the City "Project record" conditions. These Records shall be signed and certified as accurate by the Consultant.
7. Verify that additional construction materials are delivered to the City by the Consultant.

8. Evaluate the Consultant's performance.

G. The Consultant shall furnish the City a letter recommending acceptance of the work, however, the City shall retain the right to determine when, and if, the construction work appears to be accomplished in accordance with the drawings, plans and specifications. In this respect, the construction work may be inspected at any time by the City or an authorized representative(s).

**EXHIBIT B:  
FEE SCHEDULE**

# Hazen *Hourly Rate Schedule*

RE: RFQ #2022003, Category 2- Water/Wastewater

The table below provides ranges for hourly rates for relevant **ENGINEER** job classifications. Labor hour budgets by classification for tasks requested by the **OWNER** will be negotiated based on the needs of the particular assignment and time expended will be billed by job classification using the rates below on a monthly basis.

<u>Job Classification</u>	<u>Burdened Labor Rates</u>
Vice President	\$ 280.00
Associate Vice President	\$ 270.00
Senior Associate	\$ 250.00
Associate	\$ 235.00
Senior Principal Engineer	\$ 185.00
Principal Engineer	\$ 160.00
Engineer	\$ 145.00
Assistant Engineer	\$ 125.00
Construction Manager	\$ 190.00
Senior Field Coordinator (Office)	\$ 165.00
Senior Field Coordinator (Field)	\$ 130.00
Field Coordinator (Office)	\$ 120.00
Field Coordinator (Field)	\$ 105.00
Senior Principal CAD/BIM Designer	\$ 160.00
Principal CAD/BIM Designer	\$ 135.00
Senior CAD/BIM Designer	\$ 110.00
CAD/BIM Designer	\$ 75.00
Assistant CAD/BIM Designer	\$ 65.00
Administrative Assistant	\$ 90.00

The above rates will be escalated to adjust for cost of living adjustments year over year on the anniversary date of the Professional Services Agreement. Direct expenses will be passed through at cost.

Buckeye W/WW On-Call